



**AGREEMENT FOR
PATIENT-CENTERED MEDICAL HOME (PCMH 2014)
RECOGNITION PROGRAM (the “Agreement”)**

The National Committee for Quality Assurance (“NCQA”), located at 1100 13th Street, N.W., Suite 1000, Washington, D.C. 20005, and the individual or entity designated below whose electronic signature is submitted as evidence of agreement to these terms hereinafter referred to as (“Practice”), for good and valuable consideration, hereby agree as follows:

1. Practice certifies that, to the best of its knowledge and belief, the information submitted for survey under the Patient-Centered Medical Home (PCMH 2014) Program is correct, was obtained using procedures specified in the PCMH 2014 Survey Tool and PCMH 2014 Policies and Procedures. Practice agrees to promptly notify NCQA of any material changes in the information provided to NCQA under the PCMH 2014 Program. Practice agrees to make available to NCQA, PCMH 2014 surveyors, auditors, PCMH 2014 Review Oversight Committee and PCMH 2014 Reconsideration Committee information that would verify what appears in the application materials and PCMH 2014 Survey Tool. Further, the Practice agrees that NCQA may make available to an NCQA Certified credentialing verification organization(s) licensure and other information that NCQA wishes to verify for purposes of reaching a recognition decision under the PCMH 2014 Program. If recognized under the PCMH 2014 Program, Practice agrees to submit to discretionary reviews and any annual performance reporting as deemed necessary by NCQA.
2. Surveys under the PCMH 2014 Program are subject to the fees in effect when Practice applies for recognition under the PCMH 2014 Program, as identified in the Pricing and Fee Schedule and the Online Application published on NCQA’s website.
3. Practice agrees, in addition to its obligations under this Agreement, to abide by and be bound by all PCMH 2014 policies, procedures, rules and regulations pertaining to the PCMH 2014 Program, including but not limited to the PCMH 2014 Policies and Procedures provided with the application and updated from time to time. Applicants will be notified of material changes and their effective date via e-mail and Web site postings. If recognition under the PCMH 2014 Program results in monetary rewards from purchasers, plans or others tied to quality, Practice understands and agrees that NCQA neither recommends nor decides whether or to what extent Practice should or will receive such rewards.
4. Practice and NCQA agree that NCQA may publish on its Web site or in other formats, and authorize others to publish, that Practice has achieved recognition under the PCMH 2014 Program and which recognition level the practice achieved. NCQA reserves the right to release and to publish, and authorize others to publish, results of the practice’s performance under specific standards, elements, factors and reporting categories. If Practice does not achieve recognition under the PCMH 2014 Program, NCQA will not publicly report that result or authorize others to publicly report that result. Practice acknowledges and agrees that NCQA

reserves the right to de-identify or aggregate the physician and practice site data submitted as part of the PCMH 2014 Program, and to utilize these de-identified or aggregated data for research by NCQA, to authorize others to use such data for research, and to develop physician and practice site norms and other products. NCQA bears no responsibility for any use by third parties of any information or data released as provided in this Agreement, or for any effect of such release on Practice.

5. Practice understands that NCQA's survey of Practice under the PCMH 2014 Program does not constitute a warranty or representation of any kind by NCQA to any third parties, including, but not limited to employers, consumers or Practice's patients regarding the quality or nature of Practice's services. Practice further understands and agrees that a survey under the PCMH 2014 Program is not a replacement for Practice's evaluation, assessment and monitoring of its own services and procedures. Practice agrees not to misrepresent any information or report developed in conjunction with NCQA's survey under the PCMH 2014 Program. In communications with patients, third party payers, managed care organizations, and others, Practice may state that it has met PCMH 2014 Program standards and that it has achieved recognition under the PCMH 2014 Program. Practice may not characterize itself as an "NCQA approved" or "NCQA endorsed" practice. The use of these mischaracterizations or other similarly inappropriate statements may result in suspension or revocation of Practice's recognition under the PCMH 2014 Program.
6. Practice understands and agrees that any notes, internal memoranda, drafts or documents obtained or generated as part of the PCMH 2014 Survey and/or that reflect the internal thought processes and deliberations of NCQA, its officers, directors, employees, agents, contractors, auditors, surveyors, members of the PCMH 2014 Review Oversight Committee and members of the PCMH 2014 Reconsideration Committee shall hereby be deemed, considered and treated as peer review materials generated for the purpose of reviewing the professional services of Practice, notwithstanding any statutes or case law or other authority that would not recognize such materials and information as peer review materials. Under no circumstances will such materials or information be disclosed to Practice except as summarized in PCMH 2014 Final Results. With respect to any disclosure sought by third parties, such information and materials will be afforded any and all protections recognized as attaching to peer review materials under District of Columbia law; should such disclosure be ordered by a court, such court shall decide the extent to which Practice should also be entitled to disclosure of such information.
7. Practice agrees to defend, indemnify and hold harmless NCQA, its directors, officers, employees, agents, and representatives from and against any and all claims, liability, loss, damages, judgments, or injury, and all costs and expenses (including reasonable attorney fees and costs associated with any suits, actions, proceedings, claims, or official investigations or inquiries) of any kind related to (1) third party claims for malpractice or injury by Practice; (2) the Practice's failure to achieve desired results under the PCMH 2014 Program; or (3) payment and network decisions made by third parties based on Practice's recognition under the PCMH 2014 Program, unless and until any such claims, liability, loss, damages, judgments, injury, costs, expenses and attorney fees are found by a court of competent jurisdiction to have resulted from intentional acts or gross recklessness on the part of NCQA. NCQA's liability under this Section 7 is limited to actual damages. NCQA is not liable for

consequential, special, incidental, indirect, exemplary, or punitive damages under this Agreement.

8. Practice agrees that it will fully cooperate in any investigation by NCQA of a member, patient, provider, or health plan complaint submitted to NCQA. If the matter involves personal health information and/or relates to quality of care, NCQA shall provide Practice with an authorization to release information to NCQA signed by the member or patient or personal representative. Practice shall investigate any complaint referred to it by NCQA and shall respond in writing to NCQA and the person who submitted the complaint with Practice's resolution of each issue addressed in the complaint within thirty (30) calendar days of receipt of the complaint from NCQA. Failure to comply may materially impact Practice's recognition status.
9. The parties acknowledge that they have also entered into a Business Associate Agreement which among other things governs any use and disclosure of Protected Health Information as that term is defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 11-5 ("HITECH"), and the Federal privacy and security regulations established at 45 C.F.R. Parts 160 and 164, as amended from time to time.
10. Any and all claims or actions arising under this Agreement shall be governed by the law of the District of Columbia regardless of any applicable conflicts of laws principles, and shall be exclusively resolved by a court of competent jurisdiction within the District of Columbia.

The parties acknowledge that it is their intent to enter into this Agreement by means of electronic signature. The person entering into this Agreement on behalf of Practice represents that by electronically signing this Agreement and by typing in and submitting their electronic signature to NCQA, they hereby bind Practice to the terms of this Agreement and further, that such individual signing on behalf of Practice is authorized to validly enter into and bind Practice to the terms of this Agreement.

Applicant or Representative of Applicant(s)
(For Applicant/Representative of Applicant(s) signature)

Print Name of Practice: County of Monterey

By: Ivette Lynn

Title: Outpatient Services Manager

Date: 1/23/2017 5:03:17 PM

National Committee for Quality Assurance

By: Tom Fluegel

Title: Chief Operating Officer

Date: 1/23/2017 5:03:17 PM